

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR
SPECIFICATION NO. 02-111
MAINTENANCE OF 3RD & "F" STREET
PEDESTRIAN UNDERPASS AND APPROACHES

DATE: June 3, 2004

CONTRACT PERIOD: July 1, 2004 thru September 30, 2004

CONTRACTOR: Aaron Svik
3910 South 16th St.
Lincoln, NE 68502

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Aaron Svik
Telephone No.: 402/423-8776
FAX No.:
E-Mail Address: asvik@lps.org

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER RENEWAL LETTER SIGNED AND DATED 5/19/04

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #70366
Dated 06/03/04

E06520
36-8310
42-6429

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

MAINTENANCE OF 3RD AND "F" STREET PEDESTRIAN
UNDERPASS AND APPROACHES

AS PER SPEC. 02-111

(AARON D. SVIK)

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 6TH day of June 2002, by and between Aaron D. Svik, 3910 South 16th Street, Lincoln, NE 68502 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Maintenance of the pedestrian underpass and approaches located at 3rd and "F" Streets, Lincoln, Nebraska, as per Spec. 02-111

And;

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

I. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK:

The Contractor shall perform maintenance services for the pedestrian underpass and its approaches located at 3rd and "F" Street. The contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation and other accessories, services and facilities; (b) furnish all materials, supplies and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and

CONTRACT AGREEMENT

in accordance with the provisions of the Contract Documents; and (d) execute and/or complete all Work included in and covered by the City of Lincoln's award of the Contract to the Contractor, such award being based on the acceptance by the City of Lincoln of the Contractor's Proposal, as follows:

Specification #02-111, opened on May 22, 2002

II COMPENSATION FOR WORK PERFORMED:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Fourteen thousand dollars and no cents (\$14,000.00)

annually in twelve (12) equal installment payments billed by the Contractor to the City of Lincoln, Bill Nass, Public Works Maintenance, 901 North 6th Street, Lincoln, NE

III. TERM OF THE AGREEMENT

The work included in this contract shall begin upon ratification of executed contract document issued. The term of maintenance agreement shall be for one (1) year and shall be renewed for two (2) additional one year terms at the prices being bid unless terminated in writing by either party.

3.1 Such written notice of termination shall be served upon the other party at least thirty (30) days prior to the end of the initial term or any renewal thereafter.

IV. The contract documents comprise the contract and consist of the following:

1. The Instructions to Bidders.
2. The Accepted Proposal
3. The Contract Agreement
4. The specifications
5. The Standard Specifications (02-111)
 - A. General Conditions
 - B. General Specifications
6. Insurance Requirements

V. INSURANCE REQUIREMENTS: See attached requirements

Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City.

All certificates of insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required by the preceding Sections, and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty days notice of cancellation, non-renewal or any material reduction of insurance coverage.

VI. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the City of Lincoln (Bill Nass) or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

VII. Successors and Assigns


This agreement is binding on successors and assigns of either party.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST: 
City Clerk _____

CITY OF LINCOLN, NEBRASKA

Mayor _____

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

Aaron D. Svik
Name

2910 South 16th St., Lincoln, NE 68502
Address

Signature

IF AN INDIVIDUAL: